

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evans Street Baseball, Inc.		11/22/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southpaw Resources LLC		
<b>Street Address:</b>	34 West 10th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5285091	BINGHAMTON RUMBLE PONIES	
<b>Registration Number:</b>	5285088	BINGHAMTON RUMBLE PONIES	
<b>Registration Number:</b>	5782017	STUD MUFFINS	
<b>Registration Number:</b>	5466986	B	
<b>Registration Number:</b>	5227081	B	
<b>Registration Number:</b>	2061146	B	
<b>Registration Number:</b>	5285119		
<b>Registration Number:</b>	5227079		
<b>Registration Number:</b>	5224481	RUMBLE PONIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125750671		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2127909200		
<b>Email:</b>	trademark@cll.com		
<b>Correspondent Name:</b>	Jeffrey Chery		
<b>Address Line 1:</b>	Cowan, Liebowitz & Latman, P.C.		
<b>Address Line 2:</b>	114 West 47th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Jeffrey Chery		

OP \$240.00 5285091

<b>SIGNATURE:</b>	/Jeffrey Chery/
<b>DATE SIGNED:</b>	08/09/2022
<b>Total Attachments: 4</b> source=Evans Street Baseball to Southpaw Resources Assignment#page1.tif source=Evans Street Baseball to Southpaw Resources Assignment#page2.tif source=Evans Street Baseball to Southpaw Resources Assignment#page3.tif source=Evans Street Baseball to Southpaw Resources Assignment#page4.tif	

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## TRADEMARK ASSIGNMENT

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This Trademark Assignment (this "Assignment"), effective as of November 22, 2021 (the "Effective Date"), is by and between Evans Street Baseball, Inc., a Georgia corporation ("Seller"), and Southpaw Resources LLC, a New York limited liability company ("Buyer").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of September 30, 2021 (the "Purchase Agreement"), by and between Seller and Buyer, Seller has agreed to sell, convey, transfer, and deliver to Buyer the Purchased Assets (as defined in the Purchase Agreement) and Buyer has agreed to assume the Assumed Liabilities (as defined in the Purchase Agreement); and

WHEREAS, as part of the transaction governed by the Purchase Agreement, Seller desires to assign to Buyer all of Seller's right, title and interest in and to in and to the United States trademarks, tradenames and registrations set forth in the attached Schedule A, which is incorporated herein by this reference, and all rights and goodwill associated therewith (together with any hereafter acquired marks or names, the "Marks"), which are registered in the United States Patent and Trademark Office subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer (each, a "Party" and collectively, the "Parties") hereby agree as follows:


1. Assignment of Marks. Seller does hereby assign and transfer to Buyer, its successors and assigns, all right, title, and interest in and to the Marks, including the registrations and any renewals thereof, as well as all goodwill associated with and symbolized by the Marks.
2. Further Assurances. Each Party, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, such Party without further consideration will execute and deliver, or cause to be executed and delivered, to the other Party such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to the other Party, including any Registrant Name Change Agreement or similar agreements or other transfer or assignment documents with the registrars for or owners of the Marks, as applicable, and take all such other actions to more effectively transfer to and vest in Buyer, and to put Buyer in possession of, the Marks, free and clear of all Encumbrances.
3. No Additional Representations and Warranties. Buyer acknowledges that Seller makes no representation or warranty with respect to the Marks being conveyed hereby except as specifically set forth in the Purchase Agreement.
4. Terms of Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. General. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Agreement shall be governed by and

construed in accordance with the laws of the State of New York, excluding the conflicts of law provisions thereof. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by either Party without the prior written consent of the other Party. This Agreement may be amended only by written instrument duly signed by each Party. This Agreement may be executed in counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed an original, and all of which, taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed as of the Effective Date.

**SELLER:**

Evans Street Baseball, Inc.  
a Georgia corporation

By:   
John A. Hughes, Sr., President

**BUYER:**

Southpaw Resources LLC  
a New York limited liability company

By: \_\_\_\_\_  
David Sobotka, Managing Member

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By: \_\_\_\_\_  
John A. Hughes, Jr., President

**BUYER:**

Southpaw Resources LLC  
a New York limited liability company

By:   
David Sobotka, Managing Member

Schedule A

Word Mark	Status	Serial No.	Registration No.
Binghamton Rumble Ponies	Live	87335642	5285091
Binghamton Rumble Ponies	Live	87335548	5285088
Stud Muffins	Live	87036445	5782017
B	Live	87228707	5466986
B	Live	87228418	5227081
B	Live	75103505	2061146
[Blank]	Live	87336334	5285119
[Blank]	Live	87228389	5227079
Rumble Ponies	Live	87036543	5224481
Timber Jockeys	Dead	87036473	N/A
Bullheads	Dead	87036563	N/A
Gobblers	Dead	87036526	N/A
Rocking Horses	Dead	87036454	N/A